

1 BILL NO. S-82-11-28

2 SPECIAL ORDINANCE NO. S- 226-82

3 AN ORDINANCE approving Sewer Resolution
4 No. 367-82, Dwenger Avenue Contract,
5 with John Dehner, Inc., in connection
6 with the Board of Public Works.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
8 FORT WAYNE, INDIANA:

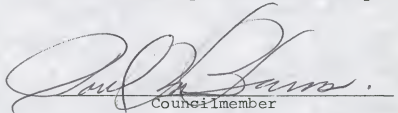
9 SECTION 1. That a certain Contract dated September
10 29, 1982, between the City of Fort Wayne, Indiana, by and through
11 its Mayor and the Board of Public Works and John Dehner, Inc.,
12 for:

13 the installation of a 60" brick sewer
14 from Diester Machine Company to Dwenger
15 Avenue Humane Shelter, Federal Emergency
16 Management Agency Survey Report #044834;

17 under Board of Public Works Resolution No. 367-82, involving a
18 total cost of Four Hundred Eighty-One Thousand Nine Hundred
19 Fourteen and No/100 Dollars (\$481,914.00), all as more particu-
20 larly set forth in said Resolution and Contract, and which is
21 on file in the Office of the Board of Public Works and is by ref-
22 erence incorporated herein, made a part hereof and is hereby in
23 all things ratified, confirmed and approved. Two copies of said
24 Contract are on file in the Office of the City Clerk and are made
25 available for public inspection, according to law.

26 SECTION 2. That this Ordinance shall be in full force
27 and effect from and after its passage and any and all necessary
28 approval by the Mayor.

29 APPROVED AS TO FORM
30 AND LEGALITY

31 
32 Council Member

31 
32 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Ed. Hatcher (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____ M., E.S.T.

DATE: 11-23-82

C. W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Burns, seconded by Burns, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>X</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 12-14-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~) ORDINANCE (RESOLUTION) NO. S-226-82 on the 14th day of December, 1982.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of December, 1982, at the hour of 11:30 o'clock P. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 17th day of December 1982, at the hour of 4 o'clock P. M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

BILL NO. S-82-11-28

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving Sewer Resolution No. 367-82, Dwenger Avenue
Contract with John Dehner, Inc., in connection with the Board
of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS - CHAIRMAN

MARK E. GIAQUINTA - VICE CHAIRMAN

JAMES S. STIER

JANET G. BRADBURY

ROY J. SCHOMBURG

DATE

12-14-82
IN
W. WESTERMAN, CITY C

CONTRACT NO. 367-1982

THIS CONTRACT made and entered into in triplicate this 29th day of September, 1982, by and between John Dehaert Inc., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

60" Brick Sewer from Diester Machine Company to Dwenger Avenue Humane Shelter

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11096, Sheets 1-4 and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$481,914.00 (four hundred eighty-one thousand nine hundred fourteen dollars and no cents). In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

1. 36" Steel liner from MH #1 to MH #2	Two hundred fifty-seven dollars and 50/100	257.50
2. Concrete Grout for 36" Line	One hundred twenty dollars and 50/100	120.50
3. Bulkheads in Place	Three thousand five hundred twenty dollars and no/100	3,520.00
4. Concrete grout for abandoned sewer	One hundred twenty dollars and 50/100	120.50
5. 21" RCP sewer in existing 60" sewer	One hundred ninety-three dollars and 70/100	193.70
6. Concrete grout around 21" sewer	One hundred twenty dollars and 50/100	120.50
7. Reconnect Taps	Eight thousand three hundred and fifty dollars and no/100	8,350.00

8. #73 Stone Backfill	Fifteen dollars and no/100	15.00
9. Concrete Pavement 9"	One hundred twenty-five dollars and no/100	125.00
10. 6" Stone pavement	Fifteen dollars and no/100	15.00
11. 14" deep strength asphalt	Eighty-five dollars and no/100	85.00
12. Jobsite restoration (100 LF curb and 6 catchbasins)	Fifteen thousand dollars and no/100	15,000.00
13. 21" RCP sewer in existing 60" sewer (Sta. 22+70 to Sta. 26+40)	One hundred ninety-three dollars and 70/100	193.70
14. Concrete grout around 21" sewer (Sta. 22+70 to Sta. 26+40)	One hundred twenty dollars and 50/100	120.50

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of State of Indiana and Ordinances of City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of City of Fort Wayne, attached hereto and made a part hereof. (WR/1).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 367-1982.
- B. Instructions to Bidders for Contract No. 367-1982.
- C. Contractor's Proposal Dated September 13, 1982.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11096.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23, 1980 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Special Provisions.
- G. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne.

- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Cut Permit.
- N. Escrow Agreement.
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall provide upon request of Board of Works a maintenance bond in full amount of the contract that warrants all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 90 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.



BY: Gerald Dehner, President

BY: Edward L. Dehner, Secretary

CITY OF FORT WAYNE, INDIANA

BY: Win Moses, Jr., Mayor

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. Smoffe
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

Stephen A. Bailey, Chairman

Roberta Anderson, Member

Betty Collins, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 1982.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

John Dehner, Inc.

1206 Clark Street

a _____ Corporation _____ hereinafter called

Principal, and United States Fidelity and Guaranty Company
(Name of Surety)

Baltimore, Maryland
(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of four hundred eighty-one thousand nine hundred fourteen dollars and no/cents (\$481,914.00) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 29th day of September, 19 82, for construction of:

60" Brick Sewer from Diester Machine Company to Dwenger Avenue Humane Shelter Resolution Number 367-1982.

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11096 Sheets 1-4 and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980 and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in Three
(number)

counterparts, each one of which shall be deemed an original, this 29th
day of September, 19 82.

ATTEST:

Edward P. Dehner
(Principal) Secretary

[SEAL]

R. E. Ensley
(Witness as to Principal)

P. O. Box 11346
(Address)

Fort Wayne, Indiana 46857

ATTEST:

(Surety) Secretary

[SEAL]

James J. Green
Witness as to Surety

(Address)

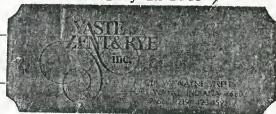
JOHN DEHNER, INC.
(Principal)

BY: John Dehner [S]

(Address)

UNITED STATES FIDELITY & GUARANTY CO.
Surety

By Edward P. Dehner
Attorney-in-Fact



NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that John Dehner, Inc., 1206 Clark Street, Fort Wayne, IN 46808 a Corporation, hereinafter called Principal,

and United States Fidelity and Guaranty Company
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of four hundred eighty-one thousand nine hundred and fourteen dollars and no/cents (\$481,914.00) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 29th day of September 1982, for the construction of:

60" Brick Sewer from Diester Machine Company to Dwenger Avenue Humane Shelter

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11096, Sheets 1-4 and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,

equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed Three counterparts, each one of which shall be deemed an original, this 29th day of September, 19 82.

ATTEST:

Edward G. Dehner
(Principal) Secretary

[SEAL]

R. E. Emley
Witness as to Principal

(Address)

ATTEST:

(Surety) Secretary

[SEAL]

Sam J. Jones
Witness as to Surety

(Address)

JOHN DEHNER, INC.
Principal

By Samuel Dehner [s]

P. O. Box 11346
(Address)

Fort Wayne, Indiana 46857

UNITED STATES FIDELITY & GUARANTY C
Surety

By Leonard Shively
Attorney-in-Fact



NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this 29th day of September, 1982, by and between Fort Wayne National Bank (herein called Escrow Agent), City of Fort Wayne, Indiana (herein called Owner), and John Dehner, Inc., (herein called Contractor).

WHEREAS, Owner and Contractor entered into a contract dated September 29, 1982, providing for the construction by the Contractor of a public building, work or improvement subject to the provisions of IC 1971, 5-1605.5; and

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called Retainage) and placed in an escrow account;

NOW, THEREFORE, it is agreed as follows:

1. Owner will hereafter deliver or cause to be delivered to Escrow Agent the Retainage, to be held in escrow in accordance with the terms of this agreement.

2. Escrow Agent will promptly invest the Retainage in such obligations as selected by the Escrow Agent at its discretion. All income earned on such funds shall be added to and become a part of the escrowed principal.

3. The Escrow Agent shall pay over the net sum held by it hereunder as follows:

- a. In the manner directed by the joint written authorization of the Owner and Contractor.
- b. In the absence of such a joint written authorization, upon receipt from the Owner of a copy of the Architect's certificate or Architect-Engineer's certificate pursuant to Article 2.2.01e of the General Conditions showing that the Owner has terminated the employment of the Contractor, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

- c. In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in (b) above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

4. This Escrow Agreement shall constitute the direction from the Owner and Contractor to the Escrow Agent of the Manner in which the Retainage is to be paid by the Escrow Agent, pursuant to IC 1971 5-16-5.5.

5. The Escrow Agent shall deduct, before any payment from the amounts received hereunder, its fee as Escrow Agent, which fee shall be computed as follows:

- a. A charge of 10% of gross income for the first twelve month period, such charge to be assessed at the end of the first year or upon termination of the agreement
- b. An additional charge of 10% of gross income for the second twelve month period, such charge to be assessed at the end of the second year or upon termination of the agreement
- c. If the agreement is still in effect two years from the initial investment date, charges for periods beyond two years shall be renegotiated.

Provided, however, that the escrow fee shall be commensurate with fees now being charged for the handling of escrow accounts of like size and duration.

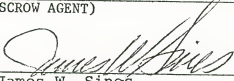
6. This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.

7. This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds; the Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

Fort Wayne National Bank
(ESCROW AGENT)

(OWNER)

BY


James W. Sines,
Sr. Vice President
and Trust Officer

John Dehner, Inc.
(CONTRACTOR)

, President

ITS BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

AUTHORIZATION OF PAYMENT

The undersigned Owner and Contractor hereby direct _____
_____ ("Escrow Agent") to advance to the Contractor the
sum of _____ Dollars
(\$ _____) pursuant to Section 3 of the Escrow Agreement dated
_____, 19____, by and between the aforementioned parties,
including accrued income, less the escrow fee.

(OWNER)

(CONTRACTOR)

BY _____

BY _____

Its Board of Public Works

WAIVER OF RIGHT TO HAVE ESCROW FUNDS DEPOSITED
IN INTEREST BEARING ACCOUNT

THIS AGREEMENT, made this _____ day of _____, 19____,
by and between _____,
Contractor, and City of Fort Wayne, Owner;

WITNESSETH:

WHEREAS, Contractor and Owner have entered into the contract dated
_____ for the construction of _____;
and

WHEREAS, by the terms of said contract, Owner is entitled to retain por-
tions of the payments due and to become due to the Contractor on account of said
work; and

WHEREAS, Contractor has the right to have said funds placed in an interest
bearing escrow account; and

WHEREAS, Contractor desires to waive said right and agrees to accept the
principal only when due of said funds so retained.

NOW, THEREFORE, Contractor on behalf of himself and all of his subcontract-
ors, workmen and materialmen, does hereby waive his right to have retainage
placed in an interest bearing account.

Owner agrees to retain and hold said funds and to pay the same when due
without interest thereon.

Contractor

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

BY _____
BY _____
BY _____

NOTICE OF AWARD

TO: _____

PROJECT Description: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 19____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____. (Provisions added here).

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 19_____.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF
AWARD is hereby acknowledged

by _____,

this the _____ day

of _____ 19____

BY _____

Title _____

Owner

BY _____

TITLE _____

TITLE OF ORDINANCE Sewer Resolution #367-82, Dwenger Avenue

DEPARTMENT REQUESTING ORDINANCE Board of Public Works J-82-11-28

SYNOPSIS OF ORDINANCE Contract between the City of Fort Wayne, Indiana and John Dehner, Inc., for Dwenger Avenue 60" Brick Sewer Repair (Diester Machine to the Humane Shelter) Federal Emergency Management Agency Survey Report #044834.

Prior Approval obtained September 28, 1982.

EFFECT OF PASSAGE to repair damages to 60" Brick Sewer from Diester Machine Company to Dwenger Avenue Humane Shelter.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$481,914.00

ASSIGNED TO COMMITTEE _____